

EXHIBIT D

Sent: 10/29/2020 9:08:08 AM
To: Peter Lam [plam@extremenetworks.com]
Subject: RE: SNMP License Agreements

Redacted

From: Peter Lam <PLam@extremenetworks.com>
Sent: Tuesday, October 27, 2020 7:16 PM
To: Craig Hoffert <CHOFFERT@extremenetworks.com>
Cc: Peter Lam <PLam@extremenetworks.com>
Subject: FW: SNMP License Agreements

Redacted

Regards,

Peter Lam
Sr Director, Intellectual Property / Extreme Networks
plam@extremenetworks.com
Office / +1-408-352-2479
Mobile / +1-510-340-1779

From: Liz Scandizzo <lscandizzo@extremenetworks.com>
Sent: Tuesday, October 27, 2020 5:17 PM
To: Peter Lam <PLam@extremenetworks.com>
Subject: FW: SNMP License Agreements

Elizabeth Scandizzo
Sr. Contracts Manager | Extreme Networks
lscandizzo@extremenetworks.com
Office | 408-579-3436

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Advance with Us™

From: Tara Flanagan <tflanagan@extremenetworks.com>
Sent: Thursday, August 8, 2019 11:03 AM
To: Liz Scandizzo <lscandizzo@extremenetworks.com>
Cc: Peter Lam <PLam@extremenetworks.com>
Subject: RE: SNMP License Agreements

Redacted

Redacted

T

From: Liz Scandizzo <lscandizzo@extremenetworks.com>
Sent: Thursday, August 8, 2019 1:50 PM
To: Tara Flanagan <tflanagan@extremenetworks.com>
Cc: Peter Lam <PLam@extremenetworks.com>
Subject: FW: SNMP License Agreements

Redacted

Thanks,

Liz

Elizabeth Scandizzo
Regulatory Compliance Manager | Extreme Networks
lscandizzo@extremenetworks.com
Office | 408-579-3436



From: Liz Scandizzo
Sent: Thursday, August 8, 2019 10:46 AM
To: Peter Lam <PLam@extremenetworks.com>
Subject: FW: SNMP License Agreements

Elizabeth Scandizzo
Regulatory Compliance Manager | Extreme Networks
lscandizzo@extremenetworks.com
Office | 408-579-3436



From: Manjunath Gowda <MGOWDA@extremenetworks.com>
Sent: Monday, November 20, 2017 5:41 PM
To: Linda Chan <lichan@extremenetworks.com>; Jennifer Sipes <jsipes@extremenetworks.com>

Cc: Liz Scandizzo <lscandizzo@extremenetworks.com>

Subject: FW: SNMP License Agreements

Redacted

Thanks
Manju

From: Manjunath Gowda

Sent: Monday, November 20, 2017 10:57 AM

To: Craig Hoffert <CHOFFERT@extremenetworks.com>; Indhu Balraj <ISUBBIAH@extremenetworks.com>; Christopher Remlin <cremlin@extremenetworks.com>

Cc: Tibor Fabry-Asztalos <TFABRYA@extremenetworks.com>

Subject: RE: SNMP License Agreements

Craig -

Redacted

Redacted

Thanks
Manju

Redacted

From: Craig Hoffert

Sent: Monday, November 20, 2017 10:45 AM

To: Manjunath Gowda <MGOWDA@extremenetworks.com>; Indhu Balraj <ISUBBIAH@extremenetworks.com>; Christopher Remlin <cremlin@extremenetworks.com>

Cc: Tibor Fabry-Asztalos <TFABRYA@extremenetworks.com>

Subject: RE: SNMP License Agreements

Manju-

I wasn't involved in this renewal either.

Here is a copy of the agreement and the last amendment. According to Maggie, the license is perpetual although I didn't see anything in the agreement so stating. When you state that Gwen took care of the renewal last year, I assume you mean for support.

From: Manjunath Gowda

Sent: Saturday, November 18, 2017 2:34 PM

To: Indhu Balraj <ISUBBIAH@extremenetworks.com>; Christopher Remlin <cremlin@extremenetworks.com>; Craig Hoffert <CHOFFERT@extremenetworks.com>

Cc: Tibor Fabry-Asztalos <TFABRYA@extremenetworks.com>

Subject: RE: SNMP License Agreements

Yes, We would need SNMP research license for SNMP on VDX and SLX. Gwen took care of the renewal last year. We want to carry the same amendment to Extreme and also like to make sure it is for VDX, SLX OS on x86 and PPC. Please request folks to include me if they need more info.

Thanks

Manju

From: Indhu Balraj

Sent: Saturday, November 18, 2017 1:25 PM

To: Christopher Remlin <cremlin@extremenetworks.com>; Craig Hoffert <CHOFFERT@extremenetworks.com>; Manjunath Gowda <MGOWDA@extremenetworks.com>

Cc: Tibor Fabry-Asztalos <TFABRYA@extremenetworks.com>; Indhu Balraj <ISUBBIAH@extremenetworks.com>

Subject: RE: SNMP License Agreements

+ Craig, Manju

Hi Chris,

Here is what the description says on this TPPS agreement : 0207ELINUX - SOFTWARE SERVICE AGREEMENT ON INTELLECTUAL PROPERTY FOR A ONE YEAR PERIOD ON EMANATE®/LITE ON RED HAT LINUX ON PPC OR X86 PER AMENDMENT 5.

This was done for NOS and SLX last July'16 (covering from July'16 thru July'17) . I've copied Craig and Manju as I wasn't involved in last yr renewal.

Manju, Craig,

Can you pl. provide the info Chris is looking for wrt this agreement.

Regards,

Indhu

From: Tibor Fabry-Asztalos

Sent: Friday, November 17, 2017 2:31 PM

To: Christopher Remlin <cremlin@extremenetworks.com>

Cc: Indhu Balraj <ISUBBIAH@extremenetworks.com>

Subject: RE: SNMP License Agreements

Copying Indhu. Thanks, Tibor

From: Christopher Remlin [<mailto:cremlin@extremenetworks.com>]
Sent: Friday, November 17, 2017 2:23 PM
To: Tibor Fabry-Asztalos (Brocade) <tfabrya@brocade.com>
Subject: RE: SNMP License Agreements

Hi Tibor, rechecking if you know who in engineering may be familiar with this product/tool? thanks

From: Christopher Remlin
Sent: Tuesday, September 26, 2017 5:32 PM
To: Tibor Fabry-Asztalos (Brocade) <tfabrya@brocade.com>
Subject: FW: SNMP License Agreements

Hi Tibor. Do you know who has knowledge here in SW eng? thanks

From: Jennifer Sipes
Sent: Monday, September 25, 2017 4:54 PM
To: Christopher Remlin <cremlin@extremenetworks.com>
Cc: Linda Chan <lichan@extremenetworks.com>
Subject: FW: SNMP License Agreements

Chris,
Who has info re this software?
It's on the TPPS list.

From: Linda Chan
Sent: Monday, September 25, 2017 1:31 PM
To: Larry Fitterer <lfittere@brocade.com>; Jennifer Sipes <jsipes@extremenetworks.com>
Subject: FW: SNMP License Agreements

Who is the person to ask about John Wood's questions? Someone in IT or procurement?

Thanks, Linda

From: John L. Wood [<mailto:JWood@emlaw.com>]
Sent: Monday, September 25, 2017 1:23 PM
To: Linda Chan <lichan@extremenetworks.com>
Cc: Larry Fitterer <lfittere@brocade.com>; Jennifer Sipes <jsipes@extremenetworks.com>
Subject: RE: SNMP License Agreements

Linda,

First, I need to understand what Extreme wants to do with the SNMP Research software so I can have a conversation with my client. Brocade has a very broad license so there may be limitations on any assignment. But, I don't know that until I understand what Extreme intends to do with the software and discuss it with my client. Let me know when you are available to discuss how SNMP Research software will be used at Extreme.

Thanks,

John L. Wood
Egerton, McAfee, Armistead & Davis, P.C.

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900 S. Gay Street
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From: Linda Chan [<mailto:lichan@extremenetworks.com>]
Sent: Monday, September 25, 2017 11:51 AM
To: John L. Wood <JWood@emlaw.com>
Cc: Larry Fitterer <lfittere@brocade.com>; Jennifer Sipes <jsipes@extremenetworks.com>
Subject: ANMP License Agreements

Hi John,

Please send us the standard form SNMP uses for assignments for us to review.

If Extreme Networks is a current SNMP customer, is it possible to transfer the Brocade licenses over to the Extreme Networks agreement?

Thanks, Linda

From: John L. Wood [<mailto:JWood@emlaw.com>]
Sent: Friday, September 22, 2017 11:33 AM
To: jsipes@extremenetworks.com; Larry Fitterer <lfittere@brocade.com>
Subject: Request to assign agreement

Jennifer and Larry,

I am counsel to SNMP Research International, Inc., which forwarded your request to assign the License Agreement between SNMP Research International, Inc. and Brocade Communications Systems, Inc. dated March 10, 2001, as amended on December 8, 2004, October 4, 2006, April 30, 2010, June 29, 2015, and June 30, 2015 ("Agreement"). I have reviewed the Agreement quickly and noticed that it is not assignable. SNMP Research International, Inc. has a standard form that it uses for all assignments. I need to understand more about this transaction and the SNMP Research International software that will be involved. I also noticed that the Brocade license is not a standard license agreement so I will definitely have to consult with my client after I understand the specifics to see how they want to proceed. I am available next week to discuss. Please let me know your availability.

Brocade, Broadcom, and Extreme Networks are all current customers of SNMP Research International, Inc. I look forward to working with you and we will get this resolved as quickly as possible. At this time SNMP Research International, Inc. does not consent to your request to assign the Agreement from Brocade to Extreme.

John L. Wood
Egerton, McAfee, Armistead & Davis, P.C.
900 S. Gay Street, Suite 1400 Knoxville, TN 37902

Office: (865) 292-2503 | Fax: (865) 525-5293
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Egerton McAfee Armistead & Davis, PC.

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